

1 A. Daniel Bacalski, Jr., Esq. (SBN 056488)
2 Paul C. Johnson, Jr., Esq. (SBN 189311)
3 Douglas A. Dubé, Esq. (SBN 177674)
BACALSKI & OTTOSON, LLP
4 402 West Broadway, 24th Floor
P.O. Box 120270
5 San Diego, CA 92112-0270
6 619-239-4340/Fax 619-239-0116

6 Attorneys for Defendants Zenith Capital, LLC;
7 Tasker Cooper Smith/Zenith Group, Ltd;
Tasker Cooper Smith/zenith Group, LLC;
Rick Tasker; Jed Cooper; and Gregg Smith

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

11 CHARLES O. BRADLEY TRUST, et al.,) Case No.: C 04 2239 JSW (EMC)
12 Plaintiffs,)
13 v.)
14 ZENITH CAPITAL LLC, et al.,) STIPULATION AND ORDER TO
15 Defendants.) PROTECT THE CONFIDENTIALITY OF
) DOCUMENTS TO BE PRODUCED TO
) PLAINTIFFS' COUNSEL ; ORDER
) THEREON

17 This Stipulation is entered into by and between Plaintiffs Charles O. Bradley Trust,
18 Linda L. Bradley Trust, Ken & Sharon Burge Trust, Brad Martin Burge, Scott & Noa L.
19 Dykstra, Ronald C. Hall, and Rental Center Properties (collectively "Plaintiffs"), and
20 Defendants Zenith Capital LLC, Tasker Cooper Smith/Zenith Group Ltd, Tasker Cooper
21 Smith/Zenith Group LLC, Rick L. Tasker, M. Jed Cooper, and M. Gregg Smith (collectively
22 "Defendants") by and through their respective counsel of record.

On or about March 24, 2006, the Court issued its Order Granting In Part and Denying In Part Plaintiffs' Motion To Compel, and Denying Motion for Expenses. Pursuant to such Order, Defendants are required to produce to Plaintiffs certain documents under a protective order in a form agreed to by the parties.

27 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED that:

28 (1) Documents produced by Defendants pursuant to this Stipulation and Order

1 shall be stamped or otherwise clearly labeled as "Confidential;"

2 (2) Confidential Documents and information contained therein shall be used for
 3 purposes of prosecuting, defending, or attempting to settle this litigation only, and shall not
 4 be disclosed to the general public.

5 (3) Except as described herein, Confidential Documents and the information
 6 contained therein shall be disclosed only to the Parties, counsels' employees, experts
 7 retained by the Parties, court reporters, and court personnel, as necessary. A Confidential
 8 Document may also be disclosed to a person who is named within it (but only those
 9 documents in which such person is named) to attempt to glean impeachment evidence for
 10 the purpose of prosecuting, defending, or attempting to settle this litigation. The Parties to
 11 whom Confidential Documents and the information contained therein is disclosed shall be
 12 subject to the provisions of this Stipulation and Order.

13 (4) Confidential Documents and the information contained therein shall not be
 14 disclosed to collateral litigants without prior consent from counsel for Defendants. If
 15 counsel for Defendants do not provide such consent, Plaintiffs or such collateral litigants
 16 may apply to the Court for an order permitting disclosure based upon a discovery need in
 17 the collateral litigation, pursuant to the Court's Order issued March 24, 2006.

18 (5) Confidential Documents may be disclosed during depositions, including
 19 depositions of those witnesses in the action to whom disclosure is reasonably necessary.
 20 Pages of transcribed deposition testimony or exhibits to depositions that concern or consist
 21 of the Confidential Documents shall be separately bound by the court reporter and labeled
 22 "Confidential" and shall not be disclosed to anyone not authorized by this Stipulation and
 23 Order.

24 (6) At the conclusion of this litigation (whether by settlement, dispositive
 25 motion, or judgment), counsel for any Party receiving Confidential Documents shall
 26 destroy all originals and copies of such documents or return them to Designating Party;

27 (7) In the event that Defendants fail to label as "Confidential" any document
 28 that is properly subject to this Stipulation and Order, at the request of counsel for

1 Defendants, Plaintiffs' counsel shall retrieve any such document, including all copies.
2 Counsel for Plaintiffs shall either return all such documents to counsel for Defendants
3 or shall destroy all such documents and provide written assurance to counsel for
4 Defendants of such destruction, and counsel for Defendants shall promptly provide to
5 Plaintiffs' counsel replacements bearing the appropriate label.

6 April 5,

7 DATED: March ___, 2006

JOHNSON & MISKEL

Gerald L. Williams

8 By:

9 Gerald L. Williams

10 Attorneys for Plaintiffs Charles O. Bradley Trust,
11 Linda L. Bradley Trust, Ken & Sharon Burge
Trust, Brad Martin Burge, Scott & Noa L. Dykstra,
Ronald C. Hall, and Rental Center Properties

12 April

13 DATED: March 6, 2006

BACALSKI & OTTOSON, LLP

14 By:

Douglas Dube

15 A. Daniel Bacalski, Jr.

16 Douglas Dube

17 Attorneys for Defendants Zenith Capital LLC, Tasker
18 Cooper Smith/Zenith Group Ltd., Tasker Cooper
Smith/Zenith Group LLC, Rick L. Tasker, M. Jed
Cooper, and M. Gregg Smith

19 **PROTECTIVE ORDER**

20 Based upon the Court's Order issued March 24, 2006, the stipulation of the
21 Parties as set forth herein, and good cause appearing therefore, **IT IS HEREBY**

22 **ORDERED:**

23 (1) Documents produced by Defendants to Plaintiffs' counsel labeled
24 "Confidential" shall be used for purposes of prosecuting, defending, or attempting to
25 settle this litigation only, and such documents and the information contained therein
26 shall not be disclosed to the general public.

27 (2) Except as described herein, Confidential Documents and the information
28 contained therein shall be disclosed only to the Parties, counsels' employees, experts

1 retained by the Parties, court reporters, and court personnel, as necessary. A
2 Confidential Document may also be disclosed to a person who is named within it (but only
3 those documents in which such person is named) to attempt to glean impeachment
4 evidence for the purpose of prosecuting, defending, or attempting to settle this litigation.
5 The Parties to whom Confidential Documents and the information contained therein is
6 disclosed shall be subject to the provisions of this Stipulation and Order.

7 (3) Confidential Documents and the information contained therein shall not be
8 disclosed to collateral litigants without prior consent from counsel for Defendants. If
9 counsel for Defendants do not provide such consent, Plaintiffs or such collateral
10 litigants may apply to the Court for an order permitting disclosure based upon a
11 discovery need in the collateral litigation, pursuant to the Court's Order issued March
12 24, 2006.

13 (4) Confidential Documents may be disclosed during depositions, including
14 depositions of those witnesses in the action to whom disclosure is reasonably
15 necessary. Pages of transcribed deposition testimony or exhibits to depositions that
16 concern or consist of the Confidential Documents shall be separately bound by the
17 court reporter and labeled "Confidential" and shall not be disclosed to anyone not
18 authorized by this Stipulation and Order.

19 (5) At the conclusion of this litigation (whether by settlement, dispositive
20 motion, or judgment), counsel for any Party receiving Confidential Documents shall
21 destroy all originals and copies of such documents or return them to Designating Party;

22 (6) In the event that Defendants fail to label as "Confidential" any document
23 that is properly subject to this Stipulation and Order, at the request of counsel for
24 Defendants, Plaintiffs' counsel shall retrieve any such document, including all copies.
25 Counsel for Plaintiffs shall either return all such documents to counsel for Defendants

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1 or shall destroy all such documents and provide written assurance to counsel for
2 Defendants of such destruction, and counsel for Defendants shall promptly provide to
3 Plaintiffs' counsel replacements bearing the appropriate label.

4 ~~IT IS SO ORDERED~~

5 DATED: _____, 2006

6 Honorable Edward M. Chen
7 United States Magistrate Judge

8 (7) Any party seeking to file a Confidential Document under seal must do so
9 pursuant to Civil Local Rule 79-5.

10 IT IS SO ORDERED.

11 DATED: April 7, 2006



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